

## **Amendment 126**

### **Contract No. 229944**

#### **To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System**

This Amendment 126 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 2nd day of August, 2011, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

#### **Recitals**

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to perform the technical analysis to determine the feasibility of using an HID FlexSmart Series card for the purpose of combining on one card the functions of King County employee secured building access and ORCA fare payment. This work is performed per RFI RFCS-390 *KCM FlexSmart Card v6*.
- C. The Parties agree that the Work necessary to perform the technical analysis will be performed and compensated as described below.

## Agreement

### Section 1.0 Description of Work

1.1 The Contractor will schedule one or more meetings with KCM staff to elicit a full set of agreed upon requirements for the purpose of combining on one card the functions of King County employee secured building access and ORCA fare payment.

1.2 The Contractor will conduct the necessary research to evaluate the feasibility of using an HID FlexSmart Series card.

1.3 The Contractor will provide a response as part of RFI 390, with the results of the technical analysis, and card operating and response time tests performed on the specified card

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

### Section 2.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

## VI. IMPLEMENTATION

### SPECIAL PROGRAMS

<b>LUMP SUM COST</b>
--------------------------

Amendment No. 126

To perform the work necessary to perform technical analysis to evaluate an HID FlexSmart Series card and provide a recommendation to KCM.	
<b>TOTAL</b>	<b>\$3760</b>

### Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and twenty-six shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

**ERG Transit Systems (USA) Inc.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: 7-29-11

**The Agencies**

By: \_\_\_\_\_

Their: \_\_\_\_\_

On behalf of the Agencies

Date: \_\_\_\_\_